

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DARDEN CONCEPTS, INC.		07/28/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	RED LOBSTER HOSPITALITY LLC		
Street Address:	P.O. Box 4969		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32802-4969		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2912222	CHEDDAR BAY BISCUITS	
Registration Number:	3427843	COME SEE WHAT'S FRESH TODAY	
Registration Number:	4196638		
Registration Number:	3187206	ENDLESS SHRIMP	
Registration Number:	1235024	FOR THE SEAFOOD LOVER IN YOU	
Registration Number:	1333484	FUDGE OVERBOARD	
Registration Number:	3068279	LOBSTER IN PARADISE	
Registration Number:	3068286	LOBSTER LOVER'S DREAM	
Registration Number:	1060751	LOBSTER TALES	
Registration Number:	1538644	LOBSTERFEST	
Registration Number:	2906002	LOBSTERFEST	
Registration Number:	1989198	LOBSTERITA	
Registration Number:	1557991	RED LOBSTER	
Registration Number:	1128443	RED LOBSTER	
Registration Number:	1438742	RED LOBSTER	
Registration Number:	1502609	RED LOBSTER	
Registration Number:	2015236	RED LOBSTER	
Registration Number:	1069147	RED LOBSTER	
Registration Number:	1101522	RED LOBSTER	
Registration Number:	1579587	RED LOBSTER QUALITY SINCE 1968 INSPECTED TRADEMARK	

CH \$865.00 2912222

Property Type	Number	Word Mark
Registration Number:	1067005	RL RED LOBSTER FINE SEAFOOD OYSTER BAR
Registration Number:	4427327	SEA FOOD DIFFERENTLY
Registration Number:	4299927	SEE FOOD DIFFERENTLY
Registration Number:	4401795	SEASIDE EXPRESS
Registration Number:	1305217	SHRIMPWRECK MARY
Registration Number:	3372867	ULTIMATE FEAST
Serial Number:	86141553	CRABFEST
Serial Number:	85947604	LOBSTER LOVER'S GRILLED CHEESE
Serial Number:	85674256	MAINE STAYS
Serial Number:	86281764	RED LOBSTER
Serial Number:	85179591	RED LOBSTER FRESH FISH · LIVE LOBSTER
Serial Number:	85179618	RED LOBSTER FRESH FISH · LIVE LOBSTER
Serial Number:	86281766	RED LOBSTER FRESH FISH · LIVE LOBSTER
Serial Number:	86281765	RED LOBSTER FRESH FISH · LIVE LOBSTER

CORRESPONDENCE DATA

Fax Number: 2124464900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: susan.zablocki@kirkland.com

Correspondent Name: Susan Zablocki

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38310-552
NAME OF SUBMITTER:	Susan Zablocki
SIGNATURE:	/susan zablocki/
DATE SIGNED:	07/30/2014

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (this "Assignment") made as of July 28, 2014 by Darden Concepts, Inc., a Florida corporation ("Assignor"), to Red Lobster Hospitality LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Darden Restaurants, Inc., an Affiliate of Assignor, and RL Acquisition, LLC, an Affiliate of Assignee, are parties to that Asset and Stock Purchase Agreement, dated as of May 15, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), providing for the execution and delivery of this Assignment (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor owns the Trademarks set forth on Schedule I attached hereto and incorporated by reference herein, which are registered in, or for which applications for registration have been filed in, the United States Patent and Trademark Office and/or the Canadian Intellectual Property Office as set forth on Schedule I attached hereto (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire Assignor's right, title and interest in, to and under the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor does hereby convey, transfer, assign and deliver to Assignee, free and clear of all Liens (other than Permitted Liens), (i) all right, title and interest of Assignor in, to and under the Assigned Marks, including the registrations and applications for registration thereof and the goodwill of the business connected with the use thereof and symbolized thereby, and (ii) any past, present or future claims or causes of actions arising out of or related to any infringement, dilution or other violation of the foregoing, the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the Closing Date, Assignor shall, and shall cause its Affiliates to, execute and deliver such documents as Assignee may reasonably request, and/or take such additional actions, in each case, to the extent reasonably necessary in connection with the consummation of the transactions contemplated by the Agreement and this Assignment, to more effectively convey, transfer and assign to Assignee (or to more effectively record or evidence the same), and to put Assignee in actual possession and control of, the Assigned Marks.

Assignor hereby authorizes and requests that the United States Patent and Trademark Office and the Canadian Intellectual Property Office, as applicable, record this Assignment.

This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Each of Assignor and Assignee agrees that the delivery of this Assignment by

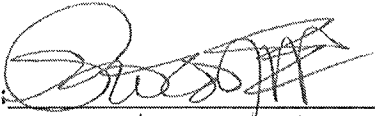
facsimile or other electronic transmission shall have the same force and effect as delivery of original signatures.

This Assignment shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

[signature page follows]

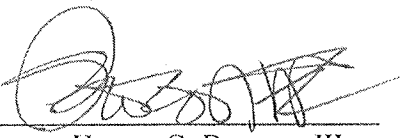
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

DARDEN CONCEPTS, INC.

By: 
Name: Horace G. Dawson, III
Title: Vice President

Acknowledged and Agreed:

RED LOBSTER HOSPITALITY LLC

By: 
Name: Horace G. Dawson, III
Title: Vice President and Secretary

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 005333 FRAME: 0449

SCHEDULE I

United States Trademarks:

<u>Trademark</u>	<u>App. Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
CHEDDAR BAY BISCUITS	7/2/2003	76526845	12/21/2004	2912222
COME SEE WHAT'S FRESH TODAY	4/24/2007	77164455	5/13/2008	3427843
CRABFEST	12/12/2013	86141553	--	--
CRITTER (Lobster Design Only Color)	11/22/2010	85182072	8/28/2012	4196638
ENDLESS SHRIMP	2/16/2006	78816059	12/19/2006	3187206
FOR THE SEAFOOD LOVER IN YOU	1/7/1982	73344806	4/12/1983	1235024
FUDGE OVERBOARD	5/14/1984	73480400	4/30/1985	1333484
LOBSTER IN PARADISE	3/30/2005	78597930	3/14/2006	3068279
LOBSTER LOVER'S DREAM	3/30/2005	78598207	3/14/2006	3068286
LOBSTER LOVER'S GRILLED CHEESE	5/31/2013	85947604	--	--
LOBSTER TALES	5/10/1976	73086551	3/8/1977	1060751
LOBSTERFEST (Stylized)	9/22/1988	73753498	5/9/1989	1538644
LOBSTERFEST (Word Mark)	11/12/2003	76558577	11/30/2004	2906002
LOBSTERITA	10/4/1994	74581949	7/23/1996	1989198
MAINE STAYS	7/11/2012	85674256	--	--
RED LOBSTER	2/13/1989	73780197	9/26/1989	1557991
RED LOBSTER	8/7/1978	73181246	12/25/1979	1128443
RED LOBSTER	5/14/2014	86281764	--	--
RED LOBSTER & Design Label	6/23/1986	73605677	5/5/1987	1438742
RED LOBSTER & Design	4/15/1987	73655453	8/30/1988	1502609
RED LOBSTER & Design	9/18/1995	74732044	11/12/1996	2015236
RED LOBSTER (Stylized)	5/7/1975	73051689	7/5/1977	1069147
RED LOBSTER (Stylized)	3/20/1978	73162915	9/5/1978	1101522
RED LOBSTER FRESH FISH LIVE LOBSTER Design (B&W)	11/18/2010	85179591	--	--
RED LOBSTER FRESH FISH LIVE LOBSTER Design (Color)	11/18/2010	85179618	--	--
RED LOBSTER FRESH FISH LIVE LOBSTER & Design (B&W)	5/14/2014	86281766	--	--
RED LOBSTER FRESH FISH LIVE LOBSTER & Design (Color)	5/14/2014	86281765	--	--
RED LOBSTER QUALITY SINCE 1968 & Design	5/10/1989	73798924	1/23/1990	1579587
RL RED LOBSTER FINE SEAFOOD OYSTER BAR & Design	12/31/1968	72967005	5/31/1977	1067005
SEA FOOD DIFFERENTLY	3/18/2011	85271223	11/5/2013	4427327

SEE FOOD DIFFERENTLY (Stylized)	4/12/2011	85292657	3/12/2013	4299927
SEASIDE EXPRESS	2/15/2012	85850765	9/10/2013	4401795
SHRIMPWRECK MARY	10/5/1983	73446806	11/13/1984	1305217
ULTIMATE FEAST	5/17/2005	78631177	1/22/2008	3372867

Canadian Trademarks:

<u>Trademark</u>	<u>App. Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
BOTTOMLESS BUCKET OF CRAB	2/7/2003	1167190	9/8/2004	TMA618932
COME SEE WHAT'S FRESH TODAY	5/1/2007	1345747	5/25/2010	TMA767739
DISCOVER ALL WE DO FOR THE SEAFOOD LOVER IN YOU	10/7/1983	510438	11/15/1985	TMA308218
ENDLESS SHRIMP	8/15/2006	1313022	7/6/2007	TMA691589
FOR THE SEAFOOD LOVER IN YOU	10/7/1983	510437	8/17/1984	TMA294159
FUDGE OVERBOARD	9/30/1986	570195	12/11/1987	TMA335152
LE HOMARD ROUGE	5/26/1983	504203	12/28/1984	TMA298685
LOBSTER TALES	2/28/1984	517669	3/22/1985	TMA301009
LOBSTERFEST (Word Mark)	5/12/2004	1216937	6/22/2005	TMA642747
LOBSTERITA	1/24/1994	773591	2/18/1998	TMA490218
POUR L'AMATEUR DE FRUITS DE MER ENVOUS	11/28/1986	573758	5/13/1988	TMA340206
RED LOBSTER	9/20/1974	378986	1/19/1979	TMA231521
RED LOBSTER	6/14/1982	488265	4/19/1984	TMA289974
RED LOBSTER & Design	1/21/1987	576708	5/13/1988	TMA340112
RED LOBSTER & Design of Waves	5/11/1984	521895	12/19/1986	TMA321968
RED LOBSTER & Design of Waves and Lobster	5/11/1984	521894	4/25/1986	TMA313613
RED LOBSTER CALL-AHEAD SEATING	4/24/1990	656072	3/27/1992	TMA396235
RED LOBSTER CALL-AHEAD SEATING & Design	4/24/1990	656075	5/22/1992	TMA398440
RED LOBSTER FRESH FISH LIVE LOBSTER & Design (Color)	5/22/2014	1678035	--	--
RED LOBSTER FRESH FISH LIVE LOBSTER & Design (B&W)	5/22/2014	1678028	--	--
RED LOBSTER FRESH FISH LIVE LOBSTER & Design (Color)	5/22/2014	1678036	--	--
RED LOBSTER FRESH FISH LIVE LOBSTER & Design (B&W)	5/22/2014	1678030	--	--

<u>Trademark</u>	<u>App. Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
SEA FOOD DIFFERENTLY	9/14/2011	1543462	--	--
SEE FOOD DIFFERENTLY (Stylized)	10/20/2010	1500453	5/21/2013	TMA851274
SHARE THE LOVE	7/10/2003	1182796	6/13/2005	TMA641886
SHRIMP CAESAR	3/17/1989	627781	8/10/1990	TMA371791
ULTIMATE FEAST	11/9/2005	1278970	11/10/2009	TMA752791
ULTIMATE FEAST	2/5/2009	1426903	5/5/2010	TMA765792
WE KNOW HOW YOU LOVE SEAFOOD	2/20/1989	627780	11/9/1990	TMA375419